

Indiana Department of Insurance

Filing Company Checklist

OUT-OF-STATE Association/Trust/Group Products

(To be used when the master policy is issued outside of Indiana with certificates issued in Indiana)

(Checklist must be submitted with filing – attach as PDF document if filing electronically)

Company Name _____ Filing Date _____

NAIC # _____ Type of product (use NAIC Uniform Coding Matrix) _____

Form number(s) _____ Delivery state of policy _____

To be used with: ☐Employer groups ☐Non-Employer groups ☐Both ☐Unknown

Association(s) _____ Flesch checklist attached ☐Yes ☐No

<i>Statute/ Regulation</i>	<i>Requirement</i>	<i>N/A (If asking for special consideration address in Cover Letter)</i>	<i>Location in Submitted Documents</i>	<i>FOR DOI USE ONLY Yes/No/Comments</i>
General Filing Requirements				
	<i>Filing Fee</i> – You will be billed with a quarterly invoice for each filing for each company. The invoice will be for \$35 + any applicable retaliatory fee for each company included in filings based on your state of domicile's filing fee. Do NOT include a filing fee with this filing.			
	NAIC Standard A & H Transmittal Sheet – use coding from NAIC Uniform Product Coding Matrix – Links to these items on the DOI website or www.NAIC.org			
	A cover letter does NOT have to be submitted IF all of the following information is included on the NAIC Standard A & H Transmittal Sheet (use Box 14 for any explanations normally included in a cover letter). If a cover letter is submitted it must be in duplicate w/one copy of all forms to be filed. If filing for more than one company, each company must be listed separately. The cover letter should include:			
	a) A reference "Re:" line for each company with insurance company's name, NAIC number, and form number of each form to be filed.			
	b) If there are numerous forms in one filing, please list on a separate sheet of paper and indicate in the reference line "see attached list." Please list the most important form first and keep the same order in related correspondence			

	c) Name of contact person, w/e-mail address, telephone and fax numbers. All correspondence will be done via electronic communication when possible. On <u>all</u> e-mails and other correspondence, include NAIC number, Company Name, lead form number. <i>Items without these items will not be processed.</i> Any submission of additional forms or materials should include separate response letter, for each filing being addressed.			
	d) The nature of the insurance product (use descriptions from NAIC Uniform Coding Matrix - e.g. Medicare Supplement, individual, small group, association group, employer group health insurance, etc.)			
	If filing paper, a postage-paid, self-addressed envelope of adequate size to hold the "approved" or "filed" stamped duplicate correspondence and any extra copies of forms that you wish to have returned. (There is no need to send more than one copy of the forms.)			
	If the filing is submitted by an outside consulting firm, a letter giving authorization to file on behalf of the company(s). If you are filing for multiple companies you must submit an authorization from each company, list each company separately on the cover letter by NAIC #, Company Name, and form #. And you must submit a separate filing/retaliatory fee for each company.			
	If you are filing for multiple companies, see above instructions re cover letter and fees. Please pre-sort the materials, by company, before sending.			
	All policies, applications, riders, etc. must be in final print form with form numbers printed in the lower left corner of each form.			
Non-Employer or both:				
IC 27-8-5-16.5(d)(1)	Delivery state has law substantially similar to IC 27-8-5-16			
IC 27-8-5-16.5(d)(2)	Delivery state has <u>approved</u> group policy and proof included – <i>List State</i>			
IC 27-8-5-16.5(d)(3)(A)				
Contains provisions substantially similar to IC 27-8-5-19(c)	(1) 31 day grace period on premium payment			
IC 27-8-5-19(c)	(2) Validity may not be contested after policy in force 2 years; no statement made relating to insurability may be used in contesting validity unless in force less than 2 years or statement is contained in a written instrument signed by the insured person.			
IC 27-8-5-19(c)	(3) Copy of application must be attached to policy when issued; all statements made by policyholder or insured are to be deemed representations and not warranties; no statement may be used in any contest unless a copy of the instrument containing the statements has been furnished to insured person.			

IC 27-8-5-19(c)	(4) Conditions under which the insurer reserves the right to require evidence of insurability satisfactory to the insurer as condition to part of all of coverage.			
IC 27-8-5-19(c)	(5) Specification of any additional exclusions or limitations applicable w/respect to disease or physical condition of person that existed before effective date and not otherwise excluded by name or specific description.			
IC 27-8-5-19(c) (excludes accident only, credit, dental, vision, Medicare Supplement, ltc, disability income, supplement to liability, auto medical, specified disease issued as individual, ltd benefit issued as individual, short term that may not be renewed and duration of 6 months or less, and worker's compensation)	(5)(A) May apply only to condition for which advice, diagnosis, care or treatment received or recommended during 6 months before enrollment date			
IC 27-8-5-19(c) (excludes accident only, credit, dental, vision, Medicare Supplement, ltc, disability income, supplement to liability, auto medical, specified disease issued as individual, ltd benefit issued as individual, short term that may not be renewed and duration of 6 months or less, and worker's compensation)	(5)(B) May not apply to loss incurred or disability beginning after earlier of the end of a continuous period of 12 months after enrollment date or if late enrollee 18 months.			
IC 27-8-5-19(c)	(6) Specification of any additional exclusions or limitations applicable with respect to a disease or physical condition of a person that existed before effective date.			
IC 27-8-5-19(c) (Applies to accident only, credit, dental, vision, Medicare supplement, ltc, disability income, supplement to liability, auto medical, specified disease issued as individual, ltd benefit issued as individual, short term that may not be renewed and duration of 6 months or less, and worker's compensation)	(6)(A) May apply only to condition for which medical advice or treatment was received during 365 days before effective date of coverage.			
IC 27-8-5-19(c) (Applies to accident only, credit, dental, vision, Medicare supplement, ltc, disability income, supplement to liability, auto medical, specified disease issued as individual, ltd benefit issued as individual, short term that may not be renewed and duration of 6 months or less, and worker's compensation)	(6)(B) May not apply to loss incurred or disability beginning after earlier of the end of continuous period of 365 days beginning on or after effective date of coverage during which did not receive medical advise or treatment in connection with or the end of the 2 year period beginning on the effective date of coverage			
IC 27-8-5-19(c)	(7) If premiums vary according to age, provision specifying equitable adjustment of premiums and/or benefits if age has been misstated.			

	Must contain clear statement of method of adjustment to be used.			
IC 27-8-5-19(c)	(8) Insurer will issue to policyholder, for delivery to each person, a certificate setting forth statement that explains insurance protection, indicates to whom benefits are payable, and explains any dependent coverage under policy.			
IC 27-8-5-19(c)	(9) Written notice of claim must be given to insurer within 20 days of loss; that failure to give notice does not invalidate or reduce claims if was not reasonably possible to give notice in 20 days.			
IC 27-8-5-19(c)	(10) Insurer will furnish person making claim forms for filing proof of loss and if not furnished within 15 days person is deemed to have complied with submission requirements.			
IC 27-8-5-19(c)	(11) if claim is for loss of time for disability, written proof of loss must be furnished within 90 days; subsequent proofs of continuance of disability must be furnished to the insurer at reasonable intervals.; failure to furnish within time does not invalidate.			
IC 27-8-5-19(c)	(12) all benefits payable will be paid in accordance with IC 27-8-5.7; claims for loss of time will be paid not less frequently than monthly; balance remaining unpaid at termination of period of liability will be paid as soon as possible after receipt of proof of loss			
IC 27-8-5-19(c)	(13) benefits for loss of life are payable to beneficiary designated by insured or to estate if no beneficiary named			
IC 27-8-5-19(c)	(14) insurer has right to examine person for whom claim is made when and as often as insurer reasonably requires during pendency of claim and conduct autopsy in case of death (if not prohibited by law)			
IC 27-8-5-19(c)	(15) no action at law or in equity may be brought to recover less than 60 days after proof of loss is filed; no action may be brought more than 3 years after expiration of time within which proof of loss required by policy.			
IC 27-8-5-19(c)	(16) if policy insurers debtors, provision that insurer will furnish to policyholder for delivery to each debtor a certificate describing coverage and specifying that benefits payable will first be applied to reduce indebtedness.			

IC 27-8-5-19(c)	(17) If hospital/medical expense coverage of dependent child terminates upon attainment of limiting age, a provision that it does not terminate if child is incapable of self-sustaining employment because of mental retardation or mental/physical disability; and is chiefly dependent upon group member for support and maintenance.			
IC 27-8-5-19(c)	(18) provision that complies with group portability and guaranteed renewability provisions of HIPAA			
IC 27-8-5-16.5(d)(3)(A)(ii)	Consistent with IC 27-8-5-19.2 (waiver of coverage)			
IC 27-8-5-16.5(d)(3)(A)(iii)	Consistent with IC 27-8-5-21 (adopted)			
IC 27-8-5-16.5(d)(3)(B)(iv)	Consistent with IC 27-8-5-5.6 (newborns)			
IC 27-8-5-16.5(d)(3)(B)(i)	Consistent with IC 27-8-5-15.6 (mental health)			
IC 27-8-5-16.5(d)(3)(B)(ii)	Consistent with IC 27-8-5-24 (reissue following cancellation)			
IC 27-8-5-16.5(d)(3)(B)(iii)	Consistent with IC 27-8-5-26 (breast reconstruction after mastectomy)			
IC 27-8-5-16.5(d)(3)(B)(iv)	Consistent with IC 27-8-6 (non-discriminatory reimbursement)			
IC 27-8-5-16.5(d)(3)(B)(v)	Consistent with IC 27-8-14 (breast cancer screening)			
IC 27-8-5-16.5(d)(3)(B)(vi)	Consistent with IC 27-8-14.1 (surgical treatment of morbid obesity)			
IC 27-8-5-16.5(d)(3)(B)(vii)	Consistent with IC 27-8-14.5 (diabetes)			
IC 27-8-5-16.5(d)(3)(B)(viii)	Consistent with IC 27-8-14.7 (prostate screening)			
IC 27-8-5-16.5(d)(3)(B)(ix)	Consistent with IC 27-8-14.8 (colorectal screening)			
IC 27-8-5-16.5(d)(3)(B)(x)	Consistent with IC 27-8-20 (off-label drugs)			
IC 27-8-5-16.5(d)(3)(B)(xi)	Consistent with IC 27-8-23 (medical child support)			
IC 27-8-5-16.5(d)(3)(B)(xii)	Consistent with IC 27-8-24.3 (abuse)			
IC 27-8-5-16.5(d)(3)(B)(xiii)	Consistent with IC 27-8-26 (genetic)			
IC 27-8-5-16.5(d)(3)(B)(xiv)	Consistent with IC 27-8-28 (internal grievance procedures)			
IC 27-8-5-16.5(d)(3)(B)(xv)	Consistent with IC 27-8-29 (external grievance procedures)			
IC 27-8-5-16.5(d)(3)(B)(xvi)	Consistent with 760:1-38.1 (Coordination of benefits)			
IC 27-8-5-16.5(d)(3)(B)(xvii)	Consistent with 760:1-39 (Aids questions on application)			
HIPAA Non-Discrimination	Exclusions for self-inflicted injury/suicide (not allowed if issued to any employer group). If leave in must use non-discrimination regulation language			
HIPAA Non-	Exclusions for treatment if injury			

Discrimination	under influence of alcohol/drugs (not allowed if issued to any employer group). If leave in must use non-discrimination regulation language			
HIPAA Non-Discrimination	Actively-at-work clauses (not allowed if issued to any employer group)			
COBRA/ERISA	COBRA must be offered if issued to employer groups of 20 or more employees			
Employer Only:				
IC 27-8-5-16.5(c)(1)	Delivery state has law substantially similar to IC 27-8-5-16			
IC 27-8-5-16.5(c)(2)	Delivery state has <u>approved</u> group policy & proof included; <i>list state</i>			
IC 27-8-5-16.5(c)(3)(A)				
Contains provisions substantially similar to IC 27-8-5-19(c)	(1) 31 day grace period on premium payment			
IC 27-8-5-19(c)	(2) Validity may not be contested after policy in force 2 years and no statement made relating to insurability may be used in contesting validity unless in force less than 2 years or statement is contained in written instrument signed by the insured person.			
IC 27-8-5-19(c)	(3) Copy of application must be attached to policy when issued; all statements made by policyholder or insured are to be deemed representations and not warranties; no statement may be used in any contest unless copy of the instrument containing statements has been furnished to insured.			
IC 27-8-5-19(c)	(4) Conditions under which the insurer reserves the right to require evidence of insurability satisfactory to the insurer as condition to part or all of coverage.			
IC 27-8-5-19(c)	(5) Specification of any additional exclusions or limitations applicable with respect to a disease or physical condition of person that existed before effective date and is not otherwise excluded by name or specific description.			
IC 27-8-5-19(c) (<i>excludes accident only, credit, dental, vision, Medicare supplement, ltc, disability income, supplement to liability, auto medical, specified disease issued as individual, ltd benefit issued as individual, short term that may not be renewed and duration of 6 months or less, and worker's compensation</i>)	(5)(A) May apply only to condition for which advice, diagnosis, care or treatment was received or recommended during 6 months before enrollment date			
IC 27-8-5-19(c) (<i>excludes accident only, credit, dental, vision, Medicare supplement, ltc,</i>	(5)(B) May not apply to loss incurred or disability beginning after earlier of end of a continuous period of 12			

<i>disability income, supplement to liability, auto medical, specified disease issued as individual, ltd benefit issued as individual, short term that may not be renewed and duration of 6 months or less, and worker's compensation)</i>	months after enrollment date or if late enrollee 18 months.			
IC 27-8-5-19(c)	(6) Specification of any additional exclusions or limitations applicable with respect to a disease or physical condition of a person that existed before effective date.			
IC 27-8-5-19(c) (applies to <i>accident only, credit, dental, vision, Medicare supplement, ltc, disability income, supplement to liability, auto medical, specified disease issues as individual, ltd benefit issued as individual, short term that may not be renewed and duration of 6 months or less, and worker's compensation)</i>)	(6)(A) May apply only to condition for which medical advice or treatment was received during 365 days before effective date of coverage.			
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IC 27-8-5-19(c)	(7) If premiums vary according to age, a provision specifying equitable adjustment of premiums and/or benefits if the age has been misstated. Must contain clear information on method of adjustment to be used.			
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IC 27-8-5-19(c)	(18) Provision that complies with the group portability and guaranteed renewability provisions of HIPAA			
IC 27-8-5-16.5(c)(3)(A)(ii)	Contains provisions substantially similar to IC 27-8-5-21 (adopted children)			
IC 27-8-5-16.5(c)(3)(A)(iii)	Contains provisions substantially similar to IC 27-8-5.6 (newborns)			
IC 27-8-5-16.5(c)(3)(B)(i)	Contains provisions consistent with IC 27-8-5-24 (reissue following cancellation)			

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IC 27-8-5-16.5(c)(3)(B)(iii)	Contains provisions consistent with IC 27-8-14 (breast cancer screening)			
IC 27-8-5-16.5(c)(3)(B)(iv)	Contains provisions consistent with IC 27-8-23 (medical child support)			
IC 27-8-5-16.5(c)(3)(B)(v)	Contains provisions consistent with 760:1-38.1 (Coordination of Benefits)			
IC 27-8-5-16.5(c)(3)(B)(vi)	Contains provisions consistent with 760:1-39 (Aids questions on application)			
Other:				
HIPAA Non-Discrimination	Exclusions for self-inflicted injury/suicide (not allowed if issued to any employer group). If leave in must use non-discrimination regulation language			
HIPAA Non-Discrimination	Exclusions for treatment if injury under influence of alcohol/drugs (not allowed if issued to any employer group). If leave in must use non-discrimination regulation language			
HIPAA Non-Discrimination	Actively-at-work clauses (not allowed if issued to any employer group)			
COBRA/ERISA	Cobra must be offered if issued to employer with 20 or more employees			